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18 Employees

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF LOS ANGELES**

21 **Tracy Nichols**, individually and on behalf of all
22 similarly situated individuals,

23 Plaintiff,

24 vs.

25 **Los Angeles Centers for Alcohol and Drug**
26 **Abuse**, a California Corporation; and **Does 1-**
27 **10**, inclusive;

28 Defendants.

FILED
Superior Court of California
County of Los Angeles
01/12/2026

David W. Slayton, Executive Officer / Clerk of Court

By: F. Monga Deputy

CASE NO. 25STCV32375

[Assigned to the Honorable Dean J. Kitchens,
Dept 30]

**FIRST AMENDED REPRESENTATIVE
COMPLAINT FOR:**

1) **PAGA Penalties (Labor Code §§ 2698, *et seq.*)**

1 Plaintiff Tracy Nichols, on behalf of the State of California, solely in her representative capacity
2 as a private attorney general under the Private Attorney General Act of 2004, Labor Code § 2699, *et*
3 *seq.* (“PAGA”), hereby brings this action on behalf of all “aggrieved employees” and alleges as follows,
4 by and through her counsel of record:

5 **PAGA ONLY ACTION**

6 1. PAGA authorizes “an aggrieved employee, acting as a proxy or agent of the state Labor
7 and Workforce Development Agency, to bring a civil action against an employer on behalf of himself
8 or herself and other current or former employees to recover civil penalties for Labor Code violations
9 they have sustained.” *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal. 2023).

10 2. “PAGA is designed primarily to benefit the general public, not the party bringing the
11 action.” *Id.*, at 1117. “A PAGA claim for civil penalties is fundamentally a law enforcement action. The
12 government entity on whose behalf the plaintiff files suit is the real party in interest.” *Id.* PAGA’s
13 default civil penalties are thus calculated to punish the employer’ for wrongdoing and to deter violations
14 rather than “compensate employees for actual losses incurred.” *Id.*

15 3. Under the authority expressed in *Adolph* and *Balderas v. Fresh Start Harvesting, Inc.*, No.
16 B326759, at *1 (Cal. Ct. App. Mar. 20, 2024), Ms. Nichols does not bring suit in her individual capacity
17 and does not seek to recover anything through this suit other than civil penalties as permitted under
18 PAGA—she brings this action solely in her representative capacity under the PAGA, on behalf of the
19 State of California, the public, and all aggrieved employees of LACADA.

20 4. To the extent that statutory violations are mentioned for wage violations, Ms. Nichols
21 does not seek underlying general and/or special damages for those violations, but only references those
22 predicate violations as part of the State’s claim for civil penalties under PAGA.

23 5. Nothing in this complaint is—or should be construed—as an attempt to seek any relief
24 that would not be available in a PAGA-only proceeding.

25 **THE PARTIES**

26 6. Plaintiff **Tracy Nichols** (“Plaintiff”) is a resident of the County of Los Angeles in the
27 State of California. Ms. Nichols was employed by Defendants as an hourly, non-exempt employee of
28 Defendants from in or around July 2022 to in or around September 2025.

7. Defendant **Los Angeles Centers for Alcohol and Drug Abuse** (“LACADA”) is a California corporation company that is based out of Los Angeles County, California. Upon information and belief, the LACADA employs at least 100 employees.

8. The true names and capacities of the defendants named herein as Does 1 through 10, inclusive (together with LACADA as “Defendants”), are unknown to Plaintiff at this time. Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff believes that each of the Doe Defendants is a California resident and/or does substantial business in the State of California. At all relevant times, Does 1 through 10 were acting within the course and scope of their employment and agency with Defendants. Plaintiff is informed and believes that each Doe Defendant is responsible for the injuries and damages alleged herein. Plaintiff will amend this complaint to reflect Does 1 through 10’s true names and capacities when they have been determined.

9. Except as otherwise noted herein, Defendants participated in the acts alleged herein and/or were the agents, servants, employees, or representatives of the other Defendants. At all times relevant to this complaint, Defendants were acting within the course, scope, and authority of their agency and employment such that the acts of one defendant are legally attributable to the other Defendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and Aggrieved Employees in that each of them exercised control over the wages, hours, and/or working conditions of Defendants’ hourly non-exempt employees.

JURISDICTION AND VENUE

10. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure, and the Business & Professions Code.

11. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and similarly situated employees within and throughout Los Angeles County.

GENERAL ALLEGATIONS

12. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7.

13. Defendants have consistently denied their non-exempt employees the opportunities to take compliant 30-minute meal periods in accordance with California's Labor Code. Upon information and believe, Aggrieved Employees, including Plaintiff, were required to interrupt their meal periods to counsel clients, answer phone calls, otherwise interrupt or cut short their meal periods, or remain on duty and under Defendants' control during their meal periods to perform other tasks at Defendants' directions due to Defendants' policies and practices.

14. In the same manner, and as a matter of uniform and systemic policy, Defendant requires non-exempt employees to continue working during their rest periods or otherwise interrupting or cut short their rest periods, or remain on duty and under Defendants' control during their rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices. Accordingly, Defendants failed to authorize and permit compliant rest periods as required by law.

15. In failing to authorize and/or permit meal and rest periods, Defendants have also implemented a uniform policy of denying compensation in lieu of meal and rest periods to its non-exempt employees, notwithstanding their actual knowledge that such employees were uniformly denied compliant meal and rest periods.

16. As a matter of uniform and systemic policy, Defendants required non-exempt employees to utilize their personal cell phones for work-related purposes, including making outbound calls, answering texts and calls from their supervisors while at work or on a break, being assigned tasks, clocking in and out using a cellphone application called HCMTToGo, and general administrative matters. Defendants further failed to compensate their non-exempt employees for reasonable costs associated with utilizing their personal cell phones for work-related purposes.

FIRST CAUSE OF ACTION

California Labor Code §2699, et seq.

Private Attorneys General Act (“PAGA”) Penalties

(Plaintiff and Aggrieved Employees Against Defendants)

17. Standing. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders.

18. Plaintiff is an “aggrieved employee” with standing to bring an action under PAGA, as she was employed by Defendants during the applicable statutory period and suffered the Labor Code violations alleged herein.

19. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil penalties for Defendants’ violation of Labor Code §§ 201, 202, 203, 204, 206.5 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, 1401, and 2802 as described herein, plus attorneys’ fees and costs.

20. Ms. Nichols does not bring suit in her individual capacity and does not seek to recover anything through this suit other than civil penalties as permitted under PAGA—she brings this action solely in her representative capacity under the PAGA, on behalf of the State of California and all aggrieved employees of LACADA.

21. Entitlement to Penalties. Per Labor Code § 2699(f), and based on the foregoing, Plaintiff and Aggrieved Employees are entitled to civil penalties in an amount to be shown at trial subject to the following formula: (a) In an amount set forth as a civil penalty in the underlying statute; or (b) \$100 per initial violation per employee per pay period, and \$200 for each subsequent violation per employee per pay period.

22. These penalties shall be allocated sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the aggrieved employees.

23. These penalties may be “stacked” separately for each of Defendants’ violations of the

Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also O'Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

24. Predicate Violations. The Aggrieved Employees are entitled to civil penalties under PAGA arising from the following predicate violations of the Labor Code.¹

25. *Failure to Pay Minimum Wage for All Hours Worked.* California law requires employers to compensate employees for all time that an employee is “suffered or permitted to work,” which includes all time “when any employer ‘directs, commands or restrains’ an employee.” *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000).

26. Defendants failed to compensate Plaintiff and the Class for all hours worked because Defendants had a policy and/or practice whereby they required and/or pressured Class Members to work under Defendants’ control while off-the-clock, including but not limited to forcing or requiring Class Members to work while they were clocked out for their meal periods.

27. Defendants further failed to pay Plaintiff and Class Members any wages for time engaged in this off-the-clock work.

28. *Failure to Pay Required Overtime.* California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

29. Plaintiff and Aggrieved Employees who work more than eight hours in a day or more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp.*, 4 Cal. 5th

¹ To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but only references them as part of the State’s claim for civil penalties under PAGA for those predicate violations.

542, 573 (2018), as modified (Apr. 25, 2018).

30. Plaintiff and other Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week.

31. *Failure to Provide Compliant Meal Periods.* Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC. “An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period . . . an employer’s obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty.” *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

32. Defendants’ policies and practices served to deprive the Aggrieved Employees of legally compliant 30-minute breaks free of employer control and/or relieved of all duties.

33. Upon information and belief, employees were required to skip breaks, interrupt their breaks, cut them short, take them after the fifth hour of work, work through them due to Defendants’ policies and practices.

34. Accordingly, Plaintiff and Aggrieved Employees were uniformly denied meal periods as a result of Defendants’ formal policies and practices. By failing to consistently provide uninterrupted, off-duty 30-minute meal periods, Defendants violated the Labor Code as to Plaintiff and Aggrieved Employees.

35. *Failure to Provide Compliant Rest Periods.* Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC.

36. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: “A rest period, in short, must be a period of rest.”² *Augustus v. ABM Sec. Sems.*,

² Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, “Rest Periods/Lactation Accommodations,” *available at* https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.”)

1 Inc., 2 Cal.5th 257, 273 (2016).

2 37. On information and belief, Defendants failed to authorize or permit all required
3 compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip rest
4 periods, interrupt rest periods, or work through rest periods.

5 38. *Failure to Provide and Maintain Compliant Wage Statements.* Labor Code § 226 requires
6 employers to furnish employees with an accurate, itemized statement in writing showing, among other
7 things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt
8 employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the
9 employee is paid; (6) the name of the employee and the last four digits of her or her social security
10 number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly
11 rates in effect during the pay period and the corresponding number of hours worked at each hourly
12 rate by the employee.

13 39. At all times relevant to this complaint, Defendants' failure to pay premium wages for
14 missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees' wage
15 statements inaccurately reflected gross and net wages earned. Defendants' failure to compensate all
16 hours worked, earned premium pay, and/or all required overtime hours and rates further left the wage
17 statements they provided to employees to be inaccurate.

18 40. Defendants have also failed to keep accurate payroll records for Plaintiff and Aggrieved
19 Employees in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accurate
20 payroll records reflecting hours worked and wages earned has impeded Plaintiff and Aggrieved
21 Employees' ability to calculate unpaid wages earned.

22 41. Defendants knowingly and intentionally failed to comply with Labor Code § 226,
23 causing injury and damages to Plaintiffs and Aggrieved Employees.

24 42. *Failure to Reimburse Necessary Business Expenses.* Labor Code § 2802 provides that "[a]n
25 employer shall indemnify her or her employee for all necessary expenditures or losses incurred by the
26 employee in direct consequence of the discharge of her or her duties, or of her or her obedience to the
27 directions of the employer." Lab. Code § 2802.

28 43. Defendants required non-exempt employees to utilize their personal cell phones for

work-related purposes, making outbound calls, including answering texts and calls from their supervisors while at work or on a break, being assigned tasks, clocking in and out using a cellphone application called HCMToGo, and general administrative matters. Defendants further failed to compensate their non-exempt employees for reasonable costs associated with utilizing their personal cell phones for work-related purposes. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (“We hold that when employees must use their personal cell phones for work related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”).

44. *Failure to Provide and Maintain Records.* California labor Code section 226(a) requires employers to keep copies of an employee’s accurate itemized statements (also known as: pay stubs) on file for at least three years. The paystubs must include certain information, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay. Defendants’ failure to include premium pay for missed meal and rest periods on Aggrieved Employees’ paystubs violates Labor Code § 226(a).

45. Labor Code § 226 additionally provides that employers “shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer” and that employers “shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.” Labor Code § 226 also requires that Defendants provide

46. Labor Code § 1198.5 provides that “[u]pon a written request from a current or former employee, or her or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request . . .”

47. Labor Code § 432 provides that “[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.”

48. Labor Code § 1174 requires employers to maintain payroll records showing the hours

1 worked daily by all employees, for a time not less than three years. Industrial Wage Order No. 5, Section
2 7 requires that an employer maintain “time records showing when the employee begins and ends each
3 work period” and make those records available to any employee upon reasonable request. Id.

4 49. Plaintiff Tracy Nichols, through counsel, requested copies of her records kept in
5 accordance with Labor Code §§ 226, 432, 1174, and 1198.5 by certified letter on September 22, 2025.

6 50. Defendants did not provide Plaintiff with all records required to be produced by these
7 statutes by the deadline of October 7, 2025, and did not produce the documents she executed until
8 November 18, 2025, including a purported Arbitration Agreement bearing her signature.

9 51. Labor Code § 226(f) and (h) sets forth that if an employer fails to permit a current or
10 former employee to inspect or copy records required to be kept under that section within 21 days of a
11 request to inspect, that employer is liable to the employee for a penalty of \$750, and the employee is
12 entitled to bring an action for injunctive relief to enforce compliance and shall be entitled to an award
13 of costs and reasonable attorney’s fees in doing so. Labor Code § 1198.5(k) sets forth that if an
14 employer fails to permit a current or former employee to inspect or copy records relating to the
15 employee’s performance or to any grievance concerning the employee within 30 days of a request to
16 inspect, that employer is liable to the employee for a penalty of \$750, and the employee is entitled to
17 bring an action for injunctive relief to enforce compliance and shall be entitled to an award of costs
18 and reasonable attorney’s fees in doing so.

19 52. Defendants have a policy and practice of denying requests for employee records to their
20 current and former employees in California that violates Labor Code §§ 226, 432, 1174, and 1198.5 and
21 the Wage Orders. Under information and belief, Defendants also fail to maintain these records for the
22 statutorily prescribed length of time.

23 53. Procedural Requirements Met. On November 5, 2024, Plaintiff electronically filed a
24 notice of claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not
25 receive notice from the LWDA that it would be investigating the complaint nor did Plaintiff receive
26 notice from the LWDA that it was declining to investigate with the 65-day period under Labor Code §
27 2699.3. On January 9, 2025, the sixty-five-day notice period expired as to all defendants. Since the
28 LWDA took no steps within the prescribed time to intervene, Plaintiff has exhausted all required



1 administrative remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true
2 and correct copy of Plaintiff's PAGA Notice is attached herein as **Exhibit A**.

3 54. Plaintiff—solely as a representative of the People of the State of California—is entitled
4 to seek any and all penalties otherwise capable of being collected by the Labor Commission or
5 Department of Labor Standards Enforcement (“DLSE”) on behalf of the State of California through
6 this Action.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- 9 A. For civil penalties under PAGA to be determined by trial;
10 B. For pre- and post-judgment interest as allowed;
11 C. For preliminary and permanent injunctive relief;
12 D. For reasonable attorney's fees and costs and expert fees and costs; and
13 E. For such other relief as this Court deems just and proper.
14

15 Dated: January 12, 2026

Respectfully submitted,

16 **KING & SIEGEL LLP**

17
18 By: /s/ Elliot J. Siegel
19 Elliot J. Siegel
Attorneys for Plaintiff

20
21 Dated: January 12, 2026

BARAHMAND LAW GROUP

22
23 By: /s/ Navid Barahmand
24 Navid Barahmand
Attorneys for Plaintiff
25
26
27
28

EXHIBIT A

BARAHMAND LAW GROUP

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November 4, 2025

Original filed online via the LWDA's PAGA Claim Notice Portal

LABOR & WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Ste. 801

Oakland, CA 94612

Copy Sent via Email and Certified Mail to:

Human Resources Administrator

**LOS ANGELES CENTERS FOR
ALCOHOL AND DRUG ABUSE**

12070 Telegraph Road, Suite 207

Santa Fe Springs, California 90670

Tracking: 9589 0710 5270 3133 8271 76

Juan Navarro - Agent for Service of Process

**LOS ANGELES CENTERS FOR
ALCOHOL AND DRUG ABUSE**

12070 Telegraph Road, Suite 207

Santa Fe Springs, California 90670

Tracking: 9589 0710 5270 2981 1138 75

**Re: Private Attorneys General Act ("PAGA") Notice Letter of Tracy Nichols on
Behalf of Herself and Aggrieved Employees Under California Labor Code
Section 2699.3**

Dear Sir/Madam:

We represent Tracy Nichols against Defendant Los Angeles Centers for Alcohol and Drug Abuse ("LACADA" or "Defendant") in a lawsuit soon to be filed against Defendant in Los Angeles County Superior Court (the "Action"). A copy of the proposed Class Action Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to pay required overtime pursuant to Lab. Code §§ 510, 1198 (3-4) failing to provide meal and rest breaks pursuant to Lab. Code § 226.7(b); (5) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5; (6) failing to pay wages when due; (7) failing to reimburse employees for business expenditures pursuant to Lab. Code §2802 due to Defendant's practices and policies.

California Labor and Workforce Development Agency
November 4, 2025

Please feel free to contact us with any questions.

Very truly yours,

BARAHMAND LAW GROUP

A handwritten signature in black ink, appearing to read 'David Barahmand', written in a cursive style.

NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosure: Exhibit A – Draft Class Action Complaint

**PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)**

I, the undersigned, am at least 18 years old and not a party to this action. I am employed in the County Los Angeles with the law offices of Barahmand Law Group and its business address is 23801 Calabasas Road, Suite 2034; Calabasas, California 91203.

On **January 12, 2026**, I served the foregoing document(s):

1) FIRST AMENDED REPRESENTATIVE COMPLAINT FOR DAMAGES

on the person(s) listed below as follows:

**ATKINSON, ANDELSON, LOYA,
RUUD & ROMO**

12800 Center Court Drive, Suite 300
Cerritos, CA 90703

*Attorneys for Defendants Los Angeles Center for
Drug Abuse:*

Mia.Lomedico@aalrr.com

PFleck@aalrr.com

JWon@aalrr.com

Brandon.Klinger@aalrr.com

☐ [by MAIL] - I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in Van Nuys, California, in a sealed envelope with postage fully prepaid.

☐ [by PERSONAL SERVICE] – I delivered the document(s) to the person(s) at the address(es) listed above by (1)(a) personal delivery, or (b) by leaving the documents in an envelope/package with an individual in charge of the office, or (c) by leaving them in a conspicuous place in the office between the hours of 9:00 a.m. and 5:00 p.m. or (2) by messenger

☐ [by OVERNIGHT DELIVERY] - I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight carrier.

☒ [by ELECTRONIC SERVICE] - Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed January 12, 2026, at Los Angeles, California.

By: /s/ Navid Barahmand

Navid Barahmand